

AI-29918

2.d.

Health Care Foundation

Date: 04/06/2009

Approval of Susan G. Komen for the Cure-North Texas Affiliate Contract

Submitted For: Candy Blair

Submitted By: Patsy Morris, Health Care

Department: Health Care

Information

Department Action

Collin County Health Care Board of Trustees approval of the 2009/2010 Susan G. Komen for the Cure® North Texas Affiliate grant award for \$90,000 to continue the Breast Screening Program. Performance period is April 1, 2009 – March 31, 2010.

Purchasing Department Action

Request Collin County Health Care Board of Trustees consideration and any action regarding the approval of 2009/2010 Susan G. Komen for the Cure® North Texas Affiliate grant award in the amount of \$90,000 to continue the Breast Screening Program. Performance period is April 1, 2009 – March 31, 2010. Further authorize president of Board of Trustees to execute agreement.

Finance Department Action

This grant was reviewed by the Grant Review Committee when application was submitted to Court for approval with no issues from the committee. No changes were made from the original application. There are no matching requirements for this grant. The grant budget will be created after the funds are received.

Auditor's Office Action

Grant budget will be created after approval and funds received. No additional action required by County Auditor.

Commissioners Court

Grant contract with the North Texas Affiliate of Susan G. Komen for the Cure grant funds in the amount \$90,000 and further authorize the Board President to finalize and execute same, Health Care.

Attachments

Link: [Draft Court Order](#)

Link: [Memo](#)

Link: [Komen Agreement](#)

HEALTH CARE FOUNDATION

HCF RESOLUTION NO. 2009-

-04-06

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Grant Contract, North Texas Affiliate of Susan G. Komen – Health Care

On **April 6, 2009** the Health Care Foundation Board of Trustees of Collin County, Texas, met in **regular session** with the following members present and participating to wit:

**Keith Self
Matt Shaheen
Jerry Hoagland
Joe Jaynes
Kathy Ward**

**President
Trustee/
Trustee
Trustee/ Secretary
Trustee**

During such session the Health Care Foundation Board of Trustees considered a request for approval of a Grant contract with the North Texas Affiliate of Susan G. Komen for the Cure grant funds in the amount of \$90,000.

Thereupon, a motion was made, seconded and carried with a majority vote of the Board for approval of a Grant contract with the North Texas Affiliate of Susan G. Komen for the Cure grant funds in the amount of \$90,000 and further authorize the Board President to finalize and execute same. Same is hereby approved in accordance with the attached documentation.

Keith Self, President

Joe Jaynes, Trustee/Secretary



COLLIN COUNTY

Health Care Services
825 N. McDonald Street
Suite 130
McKinney, Texas 75069
www.collincountytx.gov
972 548-5532/fax 972 548-5550

TO: Collin County Health Care Board of Trustees
FROM: Candy Blair, Manager, Health Care Services
DATE: March 25, 2009
RE: Susan G. Komen for the Cure® North Texas Affiliate

Attached for your approval is the 2009/2010 Susan G. Komen for the Cure® North Texas Affiliate contract. The application was submitted to Court and signed by Judge Self on December 11, 2008.

The award amount is \$90,000 to continue the Breast Screening Program. Contract period is April 1, 2009 – March 31, 2010.

RECEIVED

MAR 23 2009
COLLIN COUNTY HEALTH DE.



**The North Texas Affiliate of Susan G. Komen for the Cure®
Grant Contract**

PERIOD OF GRANT: April 1, 2009 – March 31, 2010

GRANTEE: Collin County Health Care Services

PROJECT DIRECTOR: Beley Koruthu, RNC, NP

BREAST CANCER PROJECT TITLE: Collin County Health Care Services

The North Texas Affiliate of the Susan G. Komen Breast Cancer Foundation, Inc. d/b/a the North Texas Affiliate of Susan G. Komen for the Cure ("Komen Affiliate") does hereby grant Collin County Health Care Services ("Grantee") funds in the amount of \$90,000.00 ("Grant Funds" or "Grant") subject to the following terms and conditions ("Grant Contract"):

1. **Breast Cancer Project:**
 - A. Unless otherwise stated herein, the breast cancer project ("Breast Cancer Project"), which is the subject of this Grant Contract, shall be implemented as described in Grantee's grant application to Komen Affiliate ("the Grant Application"). Additionally, the Grant Funds shall be expended as set forth in the budget ("Budget") in the Grant Application. A copy of the Grant Application is attached hereto as Exhibit "A" and made a part hereof for all purposes. To the extent that the terms of this Grant Contract conflict with the terms of Exhibit "A," the terms of this Grant Contract shall prevail.
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- B. No changes or modifications to the Breast Cancer Project, including but not limited to the Budget, may be made without the prior written approval of Komen Affiliate.
- C. Komen Affiliate shall receive copies of all materials created in connection with the Breast Cancer Project at no charge. Grantee grants Komen Affiliate and its affiliates a limited, non-exclusive license to use such materials for their own non-commercial purposes.
- D. Unless otherwise specifically consented to in writing by Komen Affiliate, the Grant Funds are not to be used for the funding of employee salaries and/or benefits.

2. Termination and Early Termination of Grant:

- A. This Grant Contract shall be effective as of the date hereof and shall terminate on March 31, 2010, except that the provisions of Sections 5, 6, 7, 8, 9, 10, 12, 13 and 15 shall forever survive termination.
- B. If either party should fail to perform or be in breach of any of the terms, conditions, agreements, covenants, representations or warranties contained in this Grant Contract, or anticipatorily breach this Agreement, and such default is not curable, or if such default is curable but remains uncured for a period of 30 days after written notice thereof has been given to the defaulting party, the other party, at its sole election, may immediately terminate this Grant Contract by written notice thereof to the defaulting party. In the event of an early termination due to a breach by Grantee, Grantee shall reimburse Komen all unspent funds as of the termination date. The provisions of this Section 2.B will not preclude the parties from seeking any other remedies that may be available under this Grant Contract and applicable law.

3. Reports/Submission Items and Right to Audit:

- A. A Progress Report shall be due on October 1, 2009, which shall use the outline attached hereto as Exhibit "B" and include, but not be limited to, the following information: a reasonably-detailed accounting of Grant Funds spent to date; progress made toward meeting objectives outlined

in Grant Application; number of people served; notice or receipt of other sources of support for the Breast Cancer Project; copies or examples of any materials produced as a result of the project; documentation of acknowledgment; a listing of articles submitted for publication and the status of those articles; and presentations made at scientific conferences regarding the project.

- B. Within 45 days following the expiration or early termination of the Grant, a Final Report, using the outline attached hereto as "Exhibit C," shall be due. In addition to the information referenced in Section 3.A, the Final Report must include a reasonably-detailed accounting of the Grant Funds expended during the term of this Grant Contract.
- C. Any and all surveys or other items submitted by Komen Affiliate to Grantee for completion regarding this Grant must be completed no more than 45 days following the expiration or early termination of the Grant.
- D. Grantee agrees to maintain accurate and complete records of the expenditure of the Grant Funds and agrees that Komen Affiliate may conduct an audit of such records at any time reasonably requested by the Komen Affiliate.
- E. Notwithstanding the provisions of Sections 2.B and 4.B, in the event that Grantee does not provide Komen Affiliate with the above-referenced reports and surveys within the stated time frames, Komen Affiliate shall be entitled to terminate this Grant Contract immediately and receive a full reimbursement of the Grant Funds from Grantee.

4. Grant Payments and Remittance of Unspent Grant Funds:

- A. Grant Funds shall be payable in two equal installments of \$45,000.00 each. The first payment shall be made to Grantee upon receipt by Komen Affiliate of this Grant Contract fully executed, and the second payment shall be made to Grantee after Komen Affiliate's receipt of a timely and satisfactory six-month Progress Report and depletion of the first installment of the Grant Funds.
- B. Within 45 days after the expiration or early termination of this Grant Contract, Grantee shall remit to the Komen Affiliate all unspent Grant Funds.

5. **Licensed Marks:** Komen Affiliate has been granted by the Susan G. Komen for the Cure, Inc. d/b/a Susan G. Komen for the Cure (the "Organization") a non-exclusive license to use the Susan G. Komen for the Cure name and signature logo (the "Licensed Marks") in connection with its affiliation with the Organization. Komen Affiliate grants Grantee a limited, non-exclusive sub-license to use the Licensed Marks solely to acknowledge Komen Affiliate's Grant hereunder. Komen Affiliate will provide Grantee with camera-ready artwork of said Licensed Marks. It is agreed and understood that Organization retains all right, title and interest in and to the Licensed Marks, both of which shall remain the exclusive property of Organization. Grantee is prohibited from transferring, sublicensing or assigning its rights to use the Licensed Marks.

6. **Publications:**

A. Komen Affiliate may release Information regarding this Grant and the Breast Cancer Project to the general public and news media. Grantee grants to Komen Affiliate a non-exclusive license to include Grantee's name in information pertaining to the Grant that is released to the public.

B. Grantee may release information regarding this Grant to the public and news media, upon the following terms and conditions:

Grantee must acknowledge Komen Affiliate as a funding source on all publications related to this Grant in a clear, unambiguous and readily-identifiable fashion, such as "supported by a grant from the North Texas Affiliate of Susan G. Komen for the Cure®." Such acknowledgment must be commensurate with the acknowledgment provided to other grantors providing similar grants.

Grantee will present to Komen Affiliate for its approval, prior to printing, distribution, publication, display, or use, any and all promotional materials, publications, articles, pictures, press releases and scripts of all statements, oral or written, to be made by Grantee, its agents or spokespersons, which use or refer to any Licensed Marks. Such materials and statements must state that the Licensed Marks are registered trademarks of the Organization and must be of a high quality consistent with Komen Affiliate's outstanding public image.

- (3) Copies of all other news releases, articles, pictures and any and all other published material, which may be developed in connection with this Breast Cancer Project or this Grant must be furnished to Komen Affiliate by Grantee prior to publication, or as soon thereafter as practicable.
7. **Non-Guarantee of Additional Support:** This Grant is accepted by Grantee with the understanding that Komen Affiliate is not obligated to provide any additional financial support, or other support, to Grantee, its agents or spokespersons, in connection with the Grant, the Grant Contract, the Breast Cancer Project or for any other reason.
8. **Grantee Representations, Warranties and Certifications:** Grantee represents and warrants that it is a tax-exempt organization under the Internal Revenue Code. Grantee further represents that it has not and shall not receive any duplicative funding in connection with the Breast Cancer Project. Grantee agrees to comply with all applicable laws, including but not limited to the Health Insurance Portability & Accountability Act of 1996, and certifies that the Grant Funds shall be expended in accordance with applicable anti-terrorist financing and asset control laws, statutes and executive orders. Notwithstanding the provisions of Sections 2.B and 4.B, in the event that Grantee breaches its representations, warranties and certifications, Komen Affiliate shall be entitled to terminate this Grant Contract immediately and receive a full reimbursement of the Grant Funds from Grantee.
9. **Non-endorsement:** It is expressly agreed and understood by the parties hereto that Komen Affiliate's grant hereunder shall not constitute an endorsement by Komen Affiliate or the Organization of any entity, organization, company or individual, nor the products, actions, behavior or conduct of any entity, organization, company or individual and any negligent or intentional misrepresentation by Grantee to the contrary, in any context and in any forum, shall constitute a material breach of this Agreement, and the same shall be grounds for immediate termination of this Agreement by Komen Affiliate. In the event of any such misrepresentation, Komen Affiliate may require Grantee to publicly acknowledge the misrepresentation in a like forum in which the misrepresentation was made. It is agreed that in the event of a breach of this provision, damages may not be an adequate remedy, and Komen Affiliate shall be entitled to whatever other remedies are available under applicable law.

10. Governmental Compliance: Grantee will cooperate with Komen Affiliate in supplying additional information to Komen Affiliate, or in complying with any procedures which might be required by any governmental agency in order for Komen Affiliate to establish that it has observed all requirements of the law with respect to this Grant.
11. Authority: All persons executing this Grant Contract certify and warrant that they have the capacity and have been duly authorized to execute this Grant Contract on behalf of the entities so indicated and that no additional authorization or approval is required.
12. Indemnity: Grantee acknowledges that as between the parties to this Grant Contract, it is solely responsible for any liabilities that may arise in connection with the Breast Cancer Project. To the extent not prohibited under the state and local laws which govern each party, such party agrees to indemnify and hold the other harmless from and against any and all costs, losses or expenses, including reasonable attorneys' fees, that the other party may incur by reason of the indemnifying party's negligence or misconduct or by reason of any third-party claim or suit arising out of or in connection with the indemnifying party's performance or failure to perform pursuant to this Grant Contract.
13. Dispute Resolution: In the event of any dispute arising out of this Grant Contract, the parties shall use good faith efforts to resolve their differences amicably. In the event they are unsuccessful, the parties agree not to commence litigation until attempting to resolve their dispute through mediation. Either party may initiate the mediation process with 30 days' prior written notice to the other party. The dispute shall be submitted to mediation in Plano, Texas. Costs of mediation shall be borne equally by the parties. Mediation of the dispute shall be completed within 15 days of commencement, unless the parties extend the time by mutual agreement or unless the mediator declares the parties to be at an impasse. Notwithstanding the above, in the event that Komen Affiliate believes that immediate injunctive relief is required to protect the Licensed Marks, Komen Affiliate may invoke immediate powers of the appropriate court of law without the requirement to first mediate the dispute.
14. Entire Agreement: This Grant Contract supersedes any prior understandings or oral agreements between the parties regarding the subject matter hereof and constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and there are no agreements,

understandings, representations or warranties among the parties other than those set forth herein.

15. Governing Law and Venue: This Grant Contract shall be governed by and construed in accordance with the laws of the State of Texas. Any dispute arising out of or in connection with this Agreement that is not resolved under Section 13 shall be filed and heard in the state or federal courts of Plano, Texas, and the parties consent to the exclusive jurisdiction of such courts.

This Grant is expressly conditional upon Grantee's acceptance of the terms and conditions set forth above. The signature on this Grant Contract by an authorized representative of Grantee represents Grantee's acceptance of this award and agreement to comply with all of the above terms and conditions.

AGREED TO AND ACCEPTED BY:

**The North Texas Affiliate of
The Susan G. Komen for the Cure, Inc.
d/b/a the North Texas Affiliate of Susan G. Komen for the Cure**

Jennifer Hernandez
President, Board of Directors
North Texas Affiliate of Susan G. Komen for the Cure

(Date)

Collin County Health Care Services

(Signature)

(Date)

Name (typed): JUDGE KEITH SELF

Title: PRESIDENT, COLLIN COUNTY HEALTH CARE FOUNDATION

Attachments to grant contract:

EXHIBIT A: Grant Application
EXHIBIT B: Outline for Progress Report
EXHIBIT C: Outline for Final Report